



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
BUDGET SYSTEM SELECTION AND IMPLEMENTATION  
ISSUED BY OFFICE OF MANAGEMENT AND BUDGET  
CONTRACT NUMBER OMB15101-BUDGET\_SYS**

**I. Overview**

The State of Delaware Office of Management and Budget (OMB), Budget Development, Planning and Administration (BDPA), seeks proposals from qualified vendors for a budget development system and associated implementation services. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

|   |  |
|---|--|
| Public Notice                               | Date: <u>November 19, 2014</u>                         |
| Deadline for Questions                      | Date: <u>December 1, 2014</u> at 3:00 PM               |
| Response to Questions Posted by:            | Date: <u>December 5, 2014</u>                          |
| Deadline for Receipt of Proposals<br>(Time) | Date: <u>December 19, 2014</u> at 1:00 PM (Local Time) |
| Estimated Notification of Award             | Date: <u>March 19, 2015</u>                            |

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

**II. Scope of Services**

**A. Current Business Processes**

**1. Annual Budget Process**

OMB, BDPA is responsible for the annual production of the Operating and Capital budgets for the State of Delaware. The process begins in July and ends in June of the following year. Currently, only the Operating budget is automated using the Delaware Budget System (DBS). The Operating books, Capital budget bill and

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Capital books are developed using a combination of Microsoft (MS) Word and Excel. The State of Delaware budgets annually, and the budget process has three phases: Request, Recommend and Final/Mark-up. Below is an outline of the budget cycle.

**a) Door Openers**

In August, state agencies submit Operating budget door opener requests for the next fiscal year to BDPA in MS Word format. There are three categories of door openers: Annualizations; Operating and Personnel Costs of new facilities coming on-line; and Growth in entitlements.

If door openers are approved, they are entered into DBS during the Budget Request (BREQ) phase.

**b) Target Meetings**

OMB meets with agencies during September to discuss Operating and Capital funding issues for the upcoming fiscal year, and develop a mutually agreed upon General Fund budget request target figure. This value represents the maximum level of funding that an agency may request. Cabinet agencies are held to a target figure, but meetings are held with most agencies to discuss budget issues.

**c) Budget Request (BREQ)**

BREQ begins in August. During this phase, agency users are granted access to enter their annual Operating budget request in DBS. User access is based on role security, and entry is completed for budget dollars and Full-Time Equivalent (FTE) changes only. As agency users complete their budget entry, they are marked as closed using the hierarchy work flow tool. This adjusts their access to read-only for entry screens. Users also have access to historical and request reports. By the end of BREQ, all agency users are marked as closed and only the OMB Fiscal and Policy Analysts (analysts) have write access to the system. Hard copies of DBS reports and electronic MS Word narratives are submitted as part of the agency's formal budget submission, in addition to the system entry. At the end of BREQ, all users are set to read-only and the requested values are carried forward to the Recommend phase (BREC). At this point, DBS values are locked and stored as the request history. Capital budget requests are submitted in a narrative format outside of DBS.

**d) Governor's Recommended Budget (BREC)**

BREC begins at the direction of the BDPA Deputy Director and usually occurs near the end of November. During this process, analysts apply the Governor's policies to budget request submissions for dollars and FTE changes. Requests that are not recommended are removed during BREC entry. Dollar changes are completed in DBS; FTE reports are exported to MS Excel and FTE changes are applied in spreadsheets. FTE changes made to spreadsheets are then completed in DBS at a macro level. Recommendation comments are entered into a separate form in the system, and MS Word narratives are manipulated in MS Word only. At the end of BREC, reports printed from DBS, and documents created in MS Excel and MS Word for Operating and Capital budgets, are merged to build the budget bills and books, which are published as the Governor's Recommended Budget. The budget bills are submitted to the Legislature near the end of January. At the end of BREC, analysts are set to read-only and values are copied to the Final/Mark-up phase (BFIN).

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**e) Published Budgets**

Budget bills and books for the State of Delaware are published in PDF on the Internet at <http://budget.delaware.gov>.

**f) Final/Mark-up (BFIN)**

BFIN begins at the direction of the BDPA Deputy Director and usually occurs in February. During this phase, analysts work with state agencies, the Governor's Office and the Legislature to craft the final budget that is enacted into law on or before June 30. DBS entry is completed for Operating appropriations after the final amounts have been approved by the legislative Joint Finance Committee in May/June.

**g) Year End Closeout/Start-up**

At the end of BFIN, BDPA IT employees process a closeout and start-up for the Operating budget. The data from DBS is checked against the final Budget Act and is then exported to text files that are sent to the First State Financials (FSF) PeopleSoft accounting system.

The exports are fixed width text files. The files are grouped by appropriation ranges. The first record of each file is a static header. Detail records contain a detail marker followed by Account, Internal Program Unit, GAAP Fund, Appropriation, four digit Fiscal Year and Amount as a fixed length field padded with leading zeros. The files are used to import data for up to 10 different FSF accounting ledgers

As FSF executes the annual start-up process, a data file is sent to OMB that contains the prior fiscal year actual values. This file is loaded into DBS as Last Year's Actuals.

The Actuals file is structured as a standard CSV format. The data must be manually manipulated prior to importation. Zero value records are removed. Duplicate key records are summed together. A data match is performed to assign project information. Once the file has been manipulated, it is uploaded to DBS.

The Capital budget is manually loaded into FSF.

**2. DBS**

DBS is a web-based database system used by state agencies and BDPA to create the Operating budget for the State of Delaware. The system has been in production since 2010. The current software platform is the Delaware specific implementation of Microsoft's Enterprise Reporting 7.5.

The application is hosted as a service by the Department of Technology and Information (third party). There are two environments maintained: DBS Test and DBS Production. Each environment consists of two servers: one for the SQL Server database and one for the web application.

Originally, the Enterprise Reporting client ran as a PC-based Client/Server application, which is still available and is referred to as the "thick client." The State of Delaware doesn't use the thick client application for general users. State agency users and analysts use the web-based Enterprise Reporting Web Extension

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application. The Enterprise Reporting thick client is the environment used by system administrators to maintain the database and design reports and forms for use with the Web client.

**3. Data Structures**

**a) Organizational Structure**

The State of Delaware is organized into a three-tiered structure with levels for the Department, Appropriation Program Unit (APU) and Internal Program Unit (IPU); a department, division and section structure. Within DBS, the structure is represented with a six-digit numeric field.

**b) Fiscal Year (FY)**

The State of Delaware operates with a fiscal year that begins on July 1, ends on June 30 and is defined by the ending of the period. For example, FY 2016 will begin on July 1, 2015 and end on June 30, 2016; the Budget Request phase for FY 2016 began in August 2014.

**c) Budget Phase**

Budget phases are stored in DBS using a structure called Transaction Category. These correspond with the processes described above in the Annual Budget Process section. In addition to the processes, a General Ledger (GL) transaction category is maintained for prior year actuals data.

**d) Budgetary Fund**

For the Operating Budget, the system currently has three budgetary funds: General Fund (GF), Appropriated Special Funds (ASF) and Non-Appropriated Special Funds (NSF).

**General Fund (GF)** - The primary fund of the State, all tax and other fines, fees and permit proceeds are deposited here unless specific legislative authority has been granted to allow the revenue to be deposited in another fund.

**Appropriated Special Funds (ASF)** - A type of funding appropriated in the Budget Act. Revenue generated by fees for specific, self-sufficient programs.

**Non-Appropriated Special Funds (NSF)** - Funds that are not appropriated by the Legislature. Federal funds, school local funds, reimbursements and donations fall into the NSF category.

While DBS currently has only three budgetary funds, five funds exist in the Budget Act. Transportation Trust Fund Operating (TFO) and Transportation Trust Fund Capital (TFC) fund types should be incorporated and separately identified into a new budget system.

**Trust Fund Operating (TFO)** - All revenues dedicated to the Department of Transportation are deposited into the Transportation Trust Fund. The department uses TFO to reflect Operating authority/expenditures. These are currently not identified separately in DBS.

**Trust Fund Capital (TFC)** - All revenues dedicated to the Department of Transportation are deposited into the Transportation Trust Fund. The department

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uses TFC to reflect Capital authority/expenditures. These are currently not identified separately in DBS.

To implement the Capital budgeting requirements, there will need to be fields available to differentiate between Bond Funds (new authorizations and reprogramming), GF cash (new authorizations and reprogramming), NSF authorizations and reprogramming and TFC Funds (new authorizations and reprogramming). Not only are the fund types different, but new authorizations are separate from reprogramming. There should also be additional “blank” fields for expansion of Capital appropriation types.

**Bond Funds** - Funds that are authorized by the Legislature in the bond bill, also known as the Bond and Capital Improvements Act. Funds are generated from the sale of bonds and notes issued for the Capital improvement program.

**e) Appropriation**

Budget legislation is enacted at the appropriation level. An appropriation is usually limited in the amount and time in which it may be expended. Currently, appropriation codes are stored within DBS and FSF as five-digit alphanumeric fields.

FSF has a policy to only add new appropriation numbers once they have been appropriated through the Legislature. During BREQ and BREC, proposed appropriations must be entered into the budget using pseudo coded appropriations. These temporary appropriations are prefaced with a “Z” code.

**f) Account**

Appropriations are further broken down by account codes. This is the most granular level of budget detail for the Operating budget. For DBS and FSF, accounts are stored as five-digit alphanumeric fields. Account ranges determine whether the line is an Expense, Revenue or Position. For budgeting purposes all revenue is lumped into account 49999 – Revenue Control Account. Expense accounts can range from 50000 to 59999. Position values are stored in DBS as account B9997 – Positions. Account code level restrictions should be capable of matching FSF parameters, as provided in the FSF account trees (See Attachment 15).

**g) Service Levels**

There are five Operating funding categories: Base; Inflation and Volume; Structural Changes; Enhancements; and One-Time Items. These service levels are used to formulate an agency’s Operating budget request and recommendation.

The Capital budget process does not utilize service levels; however, a minimum of 10 Cost Components (Project Phases: Design, Construction, Land Acquisition, Furniture/Fixtures/Equipment, Contingency, Engineering, etc.) could be used.

**Base**

The base budget reflects 100 percent of the prior fiscal year budget plus the Salary/OEC contingency within OMB. Base budget values are loaded from the previous year’s final budget. Policy driven adjustments can be made to the base values using an unpublished service level within DBS called Base Adjustments.

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Reductions in agency budgets are typically made in the Base Adjustments service level.

**Inflation and Volume Adjustments**

This service level includes items considered critical to the continued operation of an agency such as caseload increases and contract inflators.

**Structural Changes**

Reallocation of funding or positions within or between budget units or departments are included in this service level. All structural changes must net to zero by fund or position type statewide.

**Enhancements**

New programs and expansion of current services are entered at this level.

**One-Time Items**

This service level is used to request non-recurring expenses that should not be built into an agency's base budget. Approved one-time appropriations are budgeted within OMB, Contingencies and One-Time Items.

**h) Service Level Calculations**

The service level data elements are the building blocks for the budget totals.

**Operating**

Requested Budget = Base + Base Adjustments + Inflation and Volume Adjustment + Structural Changes + Enhancements + One-Time Items

At the end of BREQ, all values are copied to the BREC.

Recommended Budget = Base + Base Adjustments + Inflation and Volume Adjustment + Structural Changes + Enhancements

In BFIN, there is only one service level called Final/Mark-up.

Final Budget = Recommended Budget + Final/Mark-up

**Capital**

Requested Budget = Current FY Request

Recommended Budget = Current FY Recommended

Final Budget = Current FY Recommended + Final/Mark-up

**Positions/FTEs**

Unlike the Operating budget, which copies data from phase to phase, position values are cumulative across the annual budget process.

Requested Positions = Base + BREQ Base Adjustments + BREQ Inflation and Volume Adjustment + BREQ Structural Changes + BREQ Enhancements

Recommended Positions = Base + (BREQ Base Adjustments + BREC Base Adjustments) + (BREQ Inflation and Volume Adjustment + BREC Inflation and

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Volume Adjustment) + (BREQ Structural Changes + BREC Structural Changes)  
+ (BREQ Enhancements + BREC Enhancements)

Final Positions = Base + (BREQ Base Adjustments + BREC Base Adjustments)  
+ (BREQ Inflation and Volume Adjustment + BREC Inflation and Volume  
Adjustment) + (BREQ Structural Changes + BREC Structural Changes) + (BREQ  
Enhancements + BREC Enhancements) + Final/Mark-up

**i) Budgetary Amounts**

The budget system stores Operating values as thousands, rounded to the nearest hundred as one decimal place. For example, \$5,500.00 is stored as \$5.5. The smallest amount that the budget system will hold is \$100.00 stored as \$0.1. Capital is budgeted to the dollar and rounded cents. For example, \$5,000.00 is stored as \$5,000; \$5,000.49 is stored as \$5,000; and \$5,000.51 is stored as \$5,001.

**j) FSF Fund**

FSF Fund is a code used by the state accounting system to comply with GAAP reporting requirements. Stored as a three-digit numeric code, the ranges correspond with Standard GAAP Funds Types (General Fund, Special Revenue Fund, Capital Projects Fund, Debt Service Fund, Proprietary Fund, Fiduciary Funds and Component Units). The FSF Fund is assigned to the appropriation within an organizational unit. This fund code is different from the Budgetary Fund used by DBS.

**k) Project/Project Detail**

Project/Project Detail is an internal mechanism within DBS that allows grouping of appropriations into major and minor projects. This grouping is primarily used for reporting purposes.

**l) Positions/FTEs**

As part of the budget process, the State of Delaware budgets for FTEs in all operating fund types. Entry is completed in all three phases. The system maintains a record of entry for each phase, and has the ability to push finalized data from BREQ to BREC and from BREC to BFIN.

**4. Security**

**a) User Roles**

There are multiple user roles with different levels of security/access.

**1) Agency User**

The agency user role can enter or view the agency budget request during BREQ.

**Report and Data Entry Access**

Some agency users have access to reports and data entry. These users enter the initial agency budget request during BREQ. As they complete the workflow, data access is restricted to read-only.

**Report Only Access**

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Other agency users will only require access to reporting. These users may be agency management or functional users that need to verify or approve data entry workflow within the agency.

At the end of BREQ, all users will retain access to request reports and data entry users will be limited to read-only access.

**2) OMB - Fiscal and Policy Analyst**

The analyst role is responsible for working with agency users during BREQ and then crafting the budget through BREC and BFIN. These users are also able to maintain existing accounts and appropriations.

**3) OMB I.T. - System Administrator**

The administrator role controls system security, maintains user accounts, is responsible for closeout/start-up process and changes process from BREQ to BREC to BFIN.

**b) User Audit Trails**

The current system does not provide user audit trail capabilities.

**5. Budget/Accounting System Reconciliation**

The purpose of the reconciliation between the budget and accounting systems is to accommodate actual expenditures, as referenced in the accounting system, being rounded to the hundreds. The rounding difference is accounted for on published reports and requires action to be taken by the analyst.

**6. Workflow**

Workflow begins at the agency level and flows to OMB. All work thereafter is internal to OMB.

**7. User Hierarchy**

User Hierarchy is a feature utilized for agency users within BREQ. Once the status of "closed" is selected, entry screens become read-only for screen views and reporting. Analysts and agency supervisors can open and close budgets for subordinate users. The current tree has up to seven layers of complexity. Users are closed at the department level.

The hierarchy also works for analysts during BREC and BFIN. The BDPA Director and Deputy Director can lock or unlock subordinate analysts.

**8. Reporting**

Functionally, OMB operates with about a dozen standard reports per budget phase. Only system administrators are currently capable of adding additional standard reports and no query functionality is available.

Report selection criteria are based on fiscal year, budget phase, department, APU and IPU. Fiscal year and budget phase are usually supplied by the system settings and are hidden from the user.

OMB currently controls access to standard reports. The user's access level determines the data that can be displayed within standard reports. OMB is also able to determine which reports will be accessible throughout the budget phases. A user's



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selection criteria are governed by system security. Agency users may only have access to a single IPU or all the IPUs within an APU. The top agency user within the hierarchy will usually have department-wide access. Fiscal and Policy Analysts and System Administrators have access to all agencies.

OMB publishes the Governor's Recommended Budget to the Web at the end of January. A large portion of the published documents are PDF files that contain standard reports. Since DBS uses Internet Explorer for reporting, it cannot render reports that are ready to publish. For consistency, OMB uses SQL Server Reporting Services (SSRS) to produce standard published reports.

**9. Data Retention**

OMB is currently not limited in data retention. As long as there is disk space to store the data and enough CPU power and memory, history can be retained. OMB currently maintains Operating budgets and actuals back to FY 2010, when DBS was implemented. Data was not converted from the previous system to DBS due to appropriation structural changes.

**10. Data Interfaces**

**a) Current Operating Outbound**

The final Operating budget is loaded into FSF as part of the accounting start-up process. The budget is exported in up to 10 flat files based on appropriation numbers around the end of June. Only ASF and GF expense values are sent. Revenue is not sent and because NSF is not appropriated by the Legislature, it is not sent. When the budget bill is enacted, the values sent to FSF are loaded as spend authority.

These files are used to split the budget into the ledgers needed for FSF. Each file is totaled and the number of records is counted. Results are sent as a table in the transmission e-mail.

OMB also exports a comprehensive report that is used as a control report for the import to FSF.

Prior to submitting final budget data, OMB submits at least one test export file to FSF in late May or early June. FSF will load the data into their test system to make sure that both systems are in sync with account and appropriation codes.

**b) Actuals Operating Inbound**

After FSF is closed, a file is received by OMB containing the prior year's actuals. The file received cannot be directly uploaded to DBS for the following reasons:

- FSF doesn't have Project/Project Detail data. To assign these values, an export from DBS is taken. It contains all IPUs, Appropriations and Project/Project Detail combinations. These are matched to the FSF data file. If no match is found, the FSF record is assigned to a generic Project/Project Detail code (P008-999999).
- Budget amounts are displayed in thousands; actual expenditures are displayed in dollars. To convert the actuals, FSF divides the actuals by 1,000 and rounds to the tenth decimal position. Due to the rounding, many of the

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records contain zero values. Individual records with values less than \$50 are sent as zero values and all records with \$0 amounts are deleted.

- The actuals file also contains many records that would create duplicate keys within the DBS database. If spending is done quarterly or monthly, OMB receives all the individual records. Those records with duplicated keys must be summed to a single record before uploading to DBS.
- Revenue values from FSF are stored in accounts that range from 40000 to 49999. The budget system combines all revenue to a single account (49999).
- There is currently no inbound process for FTE position values stored within the PHRST PeopleSoft human resource system. To populate these values, OMB exports the positions from the most recently finalized budget. These become the FTE actuals.

To scrub the file, OMB uses a web-based database application. Once the file is scrubbed, it is loaded during the annual start-up procedure.

**c) Capital**

The Capital budget load into FSF is currently a combination process including manual entry and spreadsheet upload of Capital budget appropriation data to FSF. The focus would be primarily for the 10000 series and 50000 series appropriations; however, it is not limited to these appropriation series.

**d) Positions/FTEs**

Position/FTE changes are entered into DBS by agencies during BREQ. Analysts export the request entry and make changes in an Excel document during BREC and BFIN; FTE changes made to spreadsheets are completed in DBS at a macro level. The Excel document is sent to PHRST and is further manipulated prior to uploading into the PHRST system. A new system must have the ability to interface/upload-download data directly to the PHRST system.

**11. Closeout/Start-up**

- a) At the end of the fiscal year a backup file is taken. The system is then closed for maintenance. The Operating Outbound procedure is completed, and the results are sent to FSF.
- b) The period is moved forward by one fiscal year.
- c) The operating values for the enacted final budget are copied to the Base service level for BREQ, BREC and BFIN.
- d) The Actuals Operating Inbound procedure is followed to add actuals to the GL.
- e) Since BDPA does not receive previous year actual position values from PHRST, the positions from the enacted budget of two years ago are loaded to the GL as actuals.
- f) General system maintenance for user accounts and the security hierarchy are performed.

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- g) Reports for BFIN are disabled. Reports for BREQ are enabled.
- h) The BDPA Deputy Director authorizes the system to be opened for BREQ. Web input events are turned on, and agency users are able to access the system.

**B. New System Requirements**

**1. Requirements Overview**

The State of Delaware is in search of a new budget system that will meet current and proposed business practices and be flexible enough to incorporate currently unidentified opportunities.

Delaware produces an Operating (Appropriations Act) and Capital budget (Bond and Capital Improvements Act) annually. Within the budget process there are three phases: Request, Recommend and Final/Mark-up. A new budget system must have the ability to accept and push forward data entry in all three phases and must allow entry for the following fund types:

- General Fund (GF);
- Appropriated Special Funds (ASF);
- Non-Appropriated Special Funds (NSF);
- Trust Fund Operating (TFO);
- Trust Fund Capital (TFC); and
- Bond Funds.

For the Operating budget, data will be entered for positions and dollars at a hierarchical level of Account Code, Appropriation, Fund Type, IPU, APU, Department and Fiscal Year; within five service levels for BREQ and BREC; and one service level in BFIN. For the Capital budget, data will be entered for multi-year Capital programs at a hierarchical level of Appropriation, Fund Type, IPU, APU, Department and Fiscal Year; within at least 10 cost components levels for BREQ, BREC and BFIN. The Operating budget is currently entered and published in thousands, rounded to the hundred, while the Capital budget is published in dollars.

The current budget system requires significant IT support for system administration functions that could be redistributed to a functional team member. A new system should be capable of transitioning these functions to end users.

As part of the budget development process, BDPA is responsible for preparing and publishing the Governor's Recommended Budget. This process requires substantial analysis, as well as publication of reports with budget data, narrative and charts/graphs. The new budget system must have both ad hoc query functionality and the ability to provide publication quality reports.

Once the final budgets have been enacted, data is transferred through importing/exporting of flat files to/from the State's accounting and human resource management systems. It is preferred that a new budget system have true interface capabilities with both of these systems. The State currently operates PeopleSoft version 9.1 for both FSF and PHRST.

**2. Security**

**a) User Roles**

The system will require multiple user roles with different levels of security/access.

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**b) Agency User**

The agency user role can enter or view the agency's budget request during BREQ.

**Report and Data Entry Access**

Some agency users will have access to reports and data entry. These users enter the initial agency budget request during BREQ. As they complete the workflow, data access is restricted to read-only.

**Report Only Access**

Other agency users will only require access to reporting. These users may be agency management or functional users that need to verify or approve data entry workflow within the agency.

At the end of BREQ, all users will retain access to request reports and data entry users will be limited to read-only access.

**c) OMB - Fiscal and Policy Analyst**

The analyst role is responsible for working with agency users during BREQ and then crafting the budget through BREC and BFIN. These users are also able to maintain existing accounts and appropriations.

**d) OMB - Budget Administrator**

This role should have the same responsibilities as Fiscal and Policy Analyst with the additional responsibilities of creating new accounts and appropriations. The Budget Administrator will act as the architect of budget data and structures.

**e) OMB I.T. - System Administrator**

The administrator role controls system security, maintains user accounts, is responsible for closeout/start-up process and changes process from BREQ to BREC to BFIN.

**3. Auditing**

The system should provide user audit trail capabilities and should track record additions by user account and date/time added. Deleted records should be retained for auditing, and the records should store the user account and the date/time that the records were marked for deletion. As records are changed, the system should record the user account that made the change, the date/time of the change and the previously stored value. If possible, these change records should be stored to allow auditing to show value changes over time.

The system should log session information by user account. Auditing should store information about login time, logoff time or session timeout and if possible, the IP address or computer name that started the session.

Information about report usage counts would be helpful to gauge system usage statistics and eliminate under-utilized reports.

**4. Organizational Structure**

The State of Delaware is organized into a three-tiered structure with levels for the Department, APU and IPU; a department, division and section structure. Within DBS,

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the structure is represented with a six-digit numeric field. Occasionally, changes are made to the organizational structures. To accommodate these changes, the system must provide for the ability to:

- Enter data at the IPU level;
- Add/modify/hide IPU, APU and Departments; and
- Track changes made for IPU, APU and Departments.

When organizational structure changes are enacted, the revisions are provided to FSF and PHRST. While this process is currently manual, it is preferred that it be automated in a new budget system.

**5. Operating Budget Module**

The State of Delaware budgets annually, using three phases: BREQ, BREC and BFIN. A new budget system must have the ability to accept data entry in all three phases, while maintaining a record of entry for each phase, and must have the ability to push finalized data from BREQ to BREC and from BREC to BFIN.

Request, Recommend and Final/Markup entry screens/forms must provide for several requirements which are outlined in the Appendix B spreadsheets.

**6. Capital Budget Module**

The Capital budget process follows the same timeline and phases as the Operating budget.

The Governor's Recommended Capital Budget Book includes a multitude of project funding charts, tables of facility and funding data and project descriptions; all derived from the agencies' Capital budget requests. The Bond and Capital Improvements Act (Bond Bill) is initiated during the Governor's Recommended Budget phase of the process. The bill includes a Section 1 Addendum which includes the Capital budget appropriation data.

The Section 1 Addendum contains the list of departments, projects and project funding (broken out by fund type) for the fiscal year. In terms of data elements, the department, fund type and fiscal year are the same as those required for the Operating budget. The major difference between Capital and Operating budget data elements is that the dollar values from the Capital budget are in actual dollar amounts (like those in FSF), and those for the Operating budget are represented in thousands of dollars. In lieu of service levels as defined for Operating budget purposes, the Capital budget is reported in fiscal years, which include the prior fiscal year budget, the current fiscal year budget, the requested fiscal year budget, the recommended fiscal year budget and two fiscal year agency requests following the requested fiscal year.

The electronic Capital budget project funding data shall be used to publish budget book reports and load Capital budget data into FSF, as well as create the Funding History section of the Governor's Recommended Capital Budget Book. The Funding History section provides readers with a list of Capital projects and their funding for the previous six fiscal years. This data could also be used to publish the Budget Supplement Section 1 Addendum Capital Improvement Project Schedule that compares prior fiscal year project appropriations to current fiscal year project appropriations. An additional data element for project priority should be added to the

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budget system. This would allow two additional reports for the Governor's Recommended Capital Budget Book to be produced: the Recommended Projects list and the Project Schedule of Agency Requests. Currently, there are two interfaces that convert and move Operating budget data between DBS (budget appropriations) and FSF (actual expenditures and revenues). Similar interfaces could be used to move Capital budget appropriation data to FSF and actual expenditure data to the budget system.

Capital budget Request, Recommend and Final/Markup entry screens/forms must provide for several requirements which are outlined in the Appendix B spreadsheets.

**7. Positions/FTEs Module**

As part of the budget process, the State of Delaware budgets for FTEs in all fund types. A new budget system must have the ability to accept FTE change entry in all three phases, while maintaining a record of entry for each phase, and must have the ability to push finalized data from BREQ to BREC and from BREC to BFIN.

FTE Request, Recommend and Final/Markup entry screens/forms must provide for the following data elements:

**Import/Entry of:**

- IPU;
- Pay Section;
- Action;
- Action Description;
- Position Number (eight digit requirement);
- Job Description;
- Fund Type;
- Appropriation;
- FTE tenths/hundredths Changes (tenths/hundredths entry should be independent of each other); and
- Comments.

Please see Appendix B spreadsheets for full FTE requirements.

**8. Workflow**

Workflow should begin at the agency level and flow to OMB. All work thereafter is internal to OMB.

**9. User Hierarchy**

User Hierarchy is a feature that will be utilized for agency users within BREQ and analyst users during BREC and BFIN. Once the status of closed is selected, entry screens should become read-only for screen views and reporting. Analysts and agency supervisors should be able to open and close budgets for subordinate users and should have multiple levels of complexity.

OMB would like the ability to close users at the IPU level.

**10. Reporting**

Although OMB does not plan to add many reports in the future, the system should allow modification of existing reports and the creation of new standard reports.

**a) Report Security**

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OMB should be able to control access to standard reports. The user's access level should determine the data that can be displayed within standard reports. OMB should also be able to determine which reports will be accessible throughout the budget phases.

A user's selection criteria are governed by system security. Agency users may only have access to a single IPU or all the IPUs within an APU. The top agency user within the hierarchy will usually have department-wide access. Fiscal and Policy Analysts and Budget and IT System Administrators have access to all agencies.

The system should allow users to run an IPU report for all the IPUs within an APU, or even a department. Similarly, users should be able to run an APU level report for all the APUs within a department. It is preferred to have a checkbox which would allow users the ability to select IPUs/APUs to be printed.

**b) Standard/Published Reports**

The new budget system must have the ability to produce publication-quality reports that render exactly the same on all modern laser printers (PCL5, PCL6 and PostScript), allow for the creation of charts/graphs and merging of text and budget data.

**c) Ad Hoc Reports**

Ad hoc reporting is a desired feature of the budget system. This would work in conjunction with the ad hoc query requirement. Users will need to have the ability to save their ad hoc reports; reports would only be available to the user that created the report or query.

**d) Audit Reports**

The system should have reports to display system and report usage, as well as the audit history of budget records. Audit reports should be restricted to budget administrator and system administrator user classes.

**e) Report Development**

The system should provide the ability to alter existing reports and develop new ones. Normal users should not be able to alter the published or standard reports. System administrators or users with special permission should be able to alter standard reports and create new reports.

**f) Report Export Capability**

All reports must have the capability to export to a document format (Excel or CSV). Reporting features should have the ability to print/export reports from data entry screens and to export directly to a PDF or Word.

**11. Score Cards, Dashboards and Ad Hoc Data Analysis**

**a) On Screen Score Cards and Dashboards**

OMB should be able to determine what metrics are used for score cards and dashboard items.

The system should have security to determine who sees these metrics and when they are displayed.

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**b) Ad Hoc Data Analysis**

Ad hoc data analysis is a must. With a basic understanding of the data structure, analysts should have the ability to do ad hoc or “what if” data analysis.

Users should have the ability to save their own queries. Saved queries should only be available to the user that created them.

The system should allow users to print or export the results of ad hoc queries. Exports should be capable of saving to a document format (Excel, Word, PDF and CSV).

**c) Administration of Ad Hoc Analysis**

Ad hoc analysis or general querying of data can put a strain on server resources. The system should allow system administrators to restrict the users that have access to ad hoc analysis. The system should also provide for limits on the data that can be queried as well as reasonable timeout values that will prevent run away database queries.

**12. System Administration Requirements**

**a) System Administration Tools**

System administration tools should be available within the same platform for all user roles. Access to these tools should be controlled by user access security groups. Administration tools should be granular enough to allow for a budget administrator’s user class that will have access to items like appropriations, accounts, pay sections, GAAP funds, project/project details, etc.

**b) User Maintenance and Security**

System administrators will maintain user accounts and system security. Appropriate tools will be required to add, suspend or delete users. Tools will need to be available for the assignment of security based on organization, user class and budget phase.

**c) Report Security**

System administrators will control report access for standard reports.

**d) Start-up/Closeout and Budget Phases**

System administrators will be responsible for fiscal year start-up and closeout. This includes the interfaces with FSF and PHRST that import and export data. Appropriate tools will be required.

The transition of budget phases (from request to recommend to final) will be the responsibility of either the system administrator or the budget administrator.

**e) System Patches and Upgrades**

System administrators will be responsible for system patches and upgrades. DBS is currently hosted by DTI, if this continues with the new system, the system administrator will coordinate installation of patches and upgrades for the budget system, server OS and database.

**13. Data Retention Requirements**



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A new system should be capable of storing and accessing all budget data for at least 10 years.

**14. Data Migration**

DBS currently has Operating budget actuals data from FY 2010 through the present; this data will need to be migrated to a new budget system.

**15. Data Interfaces**

**a) Operating Outbound**

No changes are anticipated to occur with the budget outbound interface. The data required by FSF has become a mature standard. The current DBS outbound process should be replicated to the new budget system.

**b) Operating Inbound**

It would be desirable to eliminate the external application for inbound data cleanup. The complexity of the current process requires a system administrator to have extensive knowledge of data analysis as well as budgeting and accounting. This creates a situation where the process becomes tied to an individual person.

The new system should incorporate the normalization of data as a component of the import.

**c) Capital**

A new system should provide an interface to upload Capital budget appropriation data to FSF. The focus would be primarily for the 10000 series and 50000 series appropriations; however, it is not limited to these appropriation series.

**d) Position - FTE**

The system must have the ability to interface/upload-download data to PeopleSoft ERP.

**C. Project Requirements**

While the project requirements describe what OMB believes is needed for implementation of the system, it does not, in general, describe how the requirements will be met. The “how” of the project should be provided by the Vendor, using a proven methodology, approach and work plan that the Vendor has used successfully in other budget system implementations at the state level, and should be described in the Vendor response to this RFP. Below is a highlight of the services that OMB is requesting.

**1. Coordinated Project Management**

Working in concert with OMB’s project management team, the Vendor will be responsible for developing a management and reporting structure for the project and for implementing those practices necessary to the efficient and effective implementation of the system. The project will be governed by a work plan and schedule proposed by the Vendor that is based on a proven methodology used successfully by the Vendor in previous engagements.

**2. Business Process Reengineering and Workflow Design**

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Contemporaneous with development of design documentation, the Vendor will work with OMB to continue the work of process reengineering to align current OMB business practices with the design for the new system. The process documents produced as a result of this activity will be used to develop or modify policies and Operating procedures for state user organizations. In addition, the Vendor will work with OMB to design organization and Operating procedures to be used for the ongoing operations and management of the system.

**3. Production of Final Design**

Developed through workshops with the Project Team and the user community, this design will document installation, configuration, set-up and customization of the system components; development of interfaces with existing systems; and data conversion from existing financial systems.

**4. User Manual and End User Training (Train the Trainer)**

To prepare for system implementation, a user manual and training must be provided for all system components. Additionally, train-the-trainer education is required to prepare for standardized quality training. All personnel who are identified as end users for the new system in all state organizations will be required to attend training.

To reach this goal, the Vendor will be responsible for developing a comprehensive training plan. The plan will identify the training needs of system end-users; will organize the application processes into a course structure, including course selections; and will develop the training materials needed to deliver the course specifications.

**5. Knowledge Transfer**

Knowledge transfer is a continuous process designed to enable OMB to properly support the operation and continuous improvement of the budget processes and application without the support of external consultants. Through training, workshops and mentoring relationships, the Vendor will be responsible for educating the Project Team in the methodology and task plan to be used on the project, as well as the skills and techniques needed for ongoing maintenance of the system.

**6. Unit and Integration Testing**

The Vendor will be responsible for configuration, setup and modification of the system. In preparation for this activity, the Vendor will recommend a development environment and define the instances of the system required to support development, testing, training, reporting and operations.

**7. Customization, Interfaces, Data Conversion and Reporting/Application Updates**

The Vendor will be responsible for leading a joint team of Vendor and OMB staff who will complete development of all system customizations, interfaces, conversion programs and reports.

**8. Final Acceptance Testing**

During and after end user training, OMB will, with oversight and support from the Vendor, conduct final user acceptance testing and system stress testing. The Vendor will be responsible for development of the acceptance test plan and for development of the acceptance test scripts.

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**9. System Rollout and Go-live Support**

In preparation for roll-out, the Vendor will develop a strategy and plan for the transition of the system from development to the production environment and support OMB throughout the rollout process.

**10. Post Implementation Support**

OMB expects that it will require post implementation support for a new system. The support for the system will address post implementation patches, upgrades and prompt technical support. If implemented in a phased approach, the post implementation support requirements will be re-evaluated. Post implementation application support is required for the duration of the contract.

**D. Vendor Response to Project Requirements Topics**

OMB believes that effective project management is essential for a successful implementation. Vendors will be evaluated on the completeness and responsiveness of their submissions for Section C: Project Requirements.

As part of the project requirements submission, Vendors must demonstrate adequate experience in developing and implementing similar government projects. OMB's confidence in the Vendor's ability to meet deadlines and successfully manage similar projects will be a primary consideration. The evaluation of proposals will include, but not be limited to, and in no particular hierarchy, the following criteria:

1. Responsiveness of Vendor's description of project plan and approach;
2. Proposal to complete the business process reengineering and workflow design requirements;
3. Ability to manage issues and risks; and
4. Thoroughness of training and knowledge transfer plans.

**E. Corporate Qualifications**

OMB seeks to contract with a financially stable and established organization that can be relied on to provide the proposed resources for a successful project. Vendors must provide evidence that resources are available to meet the requirements stated in this RFP. The Proposal Evaluation Team may contact Vendor references regarding the Vendor's technical capabilities, project management skills and ongoing support. The evaluation of proposals will include, but not be limited to, and in no particular hierarchy, the following criteria:

1. Quality of references;
2. The length of time the organization has been in the business; and
3. The amount of experience the organization has in implementing budget development software for state and county governments and municipalities.

**F. Cost Proposal/Pricing**

Pricing will be considered as part of the evaluation criteria. A contract will not necessarily be awarded to the lowest cost Vendor; however, large pricing differentials between Vendors will be carefully examined. OMB reserves the right to exclude extremely high or extremely low cost proposals from further consideration. The evaluation of proposals will include, but not be limited to: economic feasibility and justification of all costs; the thoroughness and responsiveness of the total cost proposal; and the ranking of the total proposed cost versus the other submitted proposals.

OMB reserves the right to review all aspects of the Cost Proposal for reasonableness

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and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where more detailed pricing is required.

In order for a Vendor to receive full consideration in the Pricing category, the Appendix C cost tables must be fully completed. The cost tables are provided as an Excel spreadsheet in Appendix C. Vendors may attach their own cost sheets as long as all requested information is provided in the format and order of this section. As needed, Vendors may add line items to the cost tables, but no additional tables should be created. Submission of the tables should be in either Excel or PDF format.

### **Appendix C Cost Tables Criteria**

#### **1. Core Not to Exceed Cost**

The Vendor's total cost for the entire project must be presented as the Core Not to Exceed Cost.

A breakdown and summary of costs for the implementation of the application must be submitted and must, at minimum, cover the following project activities:

- Project Management;
- System Design;
- Data Conversion;
- Interface Development;
- Report Development;
- Testing;
- User Manual;
- End User Training;
- System Rollout and Go-live Support;
- Knowledge Transfer;
- Post Implementation Support (maintenance, licensing, etc.); and
- Other (all other costs).

#### **2. Future Vendor Rates (modifications to scope, licensing, maintenance, etc.)**

OMB may request additional services from the selected Vendor and require rates in the event that additional service is required. Vendor must include a burdened hourly rate for change orders as a result of modifications to the original scope of work. The Vendor's Cost Proposal must identify labor categories and rates that will be used to cost any customizations or major modifications identified during the project, and guarantee those rates for the life of the project; and identify labor categories, rates, hours and total cost for the small, medium, large and significant changes. In addition, licensing and maintenance costs and other future Vendor costs must be identified.

#### **3. Payment Schedule by Deliverable**

It is OMB's intent to negotiate a milestone based, fixed fee payment structure based on acceptance of deliverables; however, it should be noted that other payment alternatives may be considered. Vendors are required to submit a proposed payment schedule that is tied to specific dates and deliverables and which identifies the estimated amounts of invoices and the approximate dates on which those invoices might be generated. Preferably, the payment schedule will be performance-based and the actual payment dates will be based upon the completion and acceptance of the related deliverables. No invoice will be approved unless the State Project

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Manager has approved the associated deliverable(s). OMB intends to withhold a percentage of each payment until the implementation of the application is fully accepted at the end of the post implementation support period.

**Implementation Deliverables Expectations**

The items listed below, plus any other items agreed upon during discovery, will be performed by the vendor. The State may assist in providing the appropriate data and desired outcomes; however the vendor is expected to perform the work.

- Preferences and configurations explained and enabled.
- User accounts created and permissions assigned.
- Department structure imported.
- Data migrated from the current system to the new solution.
- Branding and customization applied.

**4. Other (as needed)**

The cost of software tools and utilities that are required to support the design, configuration or testing of the implemented application must be detailed.

**III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection e.
5. Technical Standards and Security Requirements as presented in Attachments 11 and 12.

**B. General Evaluation Requirements**

1. Experience and Reputation
2. Expertise (for the particular project under consideration)
3. Capacity to meet requirements (size, financial condition, etc.)

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4. Demonstrated ability
5. Familiarity with public work and its requirements
6. Distribution of work to individuals and firms or economic considerations
7. Other criteria necessary for a quality cost-effective project

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov) . Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Office of Management and Budget, BDPA  
Haslet Armory, 3rd Floor  
122 Martin Luther King Jr. Boulevard South  
Dover, Delaware 19901  
OMB.BDPA.ADMIN@STATE.DE.US**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently

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doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. **Each proposal must be submitted with eight (8) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive.** Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on December 19, 2014**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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**Office of Management and Budget, BDPA  
Haslet Armory, 3rd Floor  
Attention: Budget System Proposal  
122 Martin Luther King Jr. Boulevard South  
Dover, Delaware 19901**

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. OMB15101-BUDGET\_SYS” on the outside of the bid submission package.**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Any proposal received after the proposals due date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through August 30, 2015. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.



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There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**9. Concise Proposals**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner.

Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, [29 Del. C. Ch. 100](#). Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate,

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sealed envelope labeled “Proprietary Information” with the RFP number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by [29 Del. C. § 10002\(d\)](#), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

**12. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly**

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**responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

**14. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of **December 1, 2014 at 3:00 PM**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

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**15. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**16. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**17. State's Right to Award Multiple Source Contracting**

Pursuant to 29 Del. C. [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**18. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov). The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**20. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**21. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to

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reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**22. Cooperatives**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director of Budget Development, Planning and Administration, who shall have final

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authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

| Criteria  | Weight       |
|---|--------------|
| Vendor Ability to Meet Project Scope (Appendix B) | 300          |
| Vendor Response to Project Requirements           | 300          |
| Proposed Cost (Pricing)                           | 200          |
| Corporate Qualifications                          | 100          |
| References  | 100          |
| <b>Total</b>                                      | <b>1,000</b> |

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.



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**3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**D. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

**REF: Title 29, Chapter [6904\(e\)](#) Delaware Code.** If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

**2. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s) or agency.

**3. General Information**

- a. The term of the contract between the successful bidder and the State shall be for three (3) years year with two (2) optional extensions for a period of one (1) year for each extension.

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- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

**4. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**5. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the



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award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**6. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**7. General Contract Terms**

**a. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Temporary Personnel are Not State Employees Unless and Until They are Hired**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the

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employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

**c. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**d. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

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**Office of Management and Budget, BDPA  
Haslet Armory, 3rd Floor  
Attention: Andrea Godfrey  
122 Martin Luther King Jr. Boulevard South  
Dover, Delaware 19901**

**e. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**f. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any

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act of omission on the part of the vendor in their negligent performance under this contract.

2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

|    |                              |   |
|----|------------------------------|---|
| a. | Commercial General Liability | \$1,000,000 per occurrence /<br>\$3,000,000 aggregate |
|----|------------------------------|---|

And at least one of the following, as outlined below:

|    |                            |   |
|----|----------------------------|---|
| b. | Professional Liability     | \$1,000,000 per occurrence /<br>\$3,000,000 aggregate |
| c. | Misc. Errors and Omissions | \$1,000,000 per occurrence /<br>\$3,000,000 aggregate |
| d. | Product Liability          | \$1,000,000 per occurrence /<br>\$3,000,000 aggregate |

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

|    |  |                     |
|----|--|---------------------|
| a. | Automotive Liability (Bodily Injury)   | \$100,000/\$300,000 |
| b. | Automotive Property Damage (to others) | \$ 25,000           |

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**g. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**h. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a

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local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**i. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**j. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**k. Penalties**

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**l. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by the Office of Management and Budget, BDPA.

- 1. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or

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prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- 2. Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- 3. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter.

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Failure to adhere to this requirement is cause for elimination from future consideration.

**p. Vendor Responsibility**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Office of Management and Budget, BDPA.

**q. Personnel, Equipment and Services**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

**r. Fair Background Check Practices**

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(q\)](#) for applicable established provisions.

**s. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**t. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**u. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

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In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**v. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**w. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**x. Affirmation**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**y. Audit Access to Records**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make



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OFFICE OF MANAGEMENT AND BUDGET

available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**z. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number OMB15101-BUDGET\_SYS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

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**E. RFP Miscellaneous Information**

**1. No Press Releases or Public Disclosure**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

**2. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**3. Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

**F. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- ~~Attachment 7 – Monthly Usage Report~~ Not required for Awarded Vendors
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – Confidentiality (Non-Discloser) and Integrity of Data Agreement
- Attachment 12 – Technical Requirements of Proposed Solution
- Attachment 13 – State Terms and Conditions for External Hosting
- Attachment 14 – Architecture Review Board - Software Inventory
- Attachment 15 – Example of FSF Account Tree
- Appendix A – Minimum Response Requirements
- Appendix B – Functional Requirements

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- Appendix C – Pricing

**(Please note: Appendix B and Appendix C have been consolidated in one file and can be retrieved from the appropriate bid solicitation site on the Bids Directory. Further, Appendices B and C are provided in a separate file, are formatted in Excel, and not included in this Word document.)**

*[balance of page is intentionally left blank]*

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**IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

**REQUIRED REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

**NO PROPOSAL REPLY FORM**

Contract No. OMB15101-BUDGET\_SYS

Contract Title: BUDGET SYSTEM  
SELECTION AND IMPLEMENTATION

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

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Attachment 2

**CONTRACT NO.:** OMB15101-BUDGET\_SYS  
**CONTRACT TITLE:** BUDGET SYSTEM SELECTION AND IMPLEMENTATION  
**OPENING DATE:** November 19, 2014 at 1:00 PM (Local Time)

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, the Office of Management and Budget.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Office of Management and Budget.

COMPANY NAME \_\_\_\_\_ Check one)

|                          |             |
|--------------------------|-------------|
| <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Individual  |

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

| COMPANY<br>CLASSIFICATIONS:<br><br>CERT. NO.:<br>_____ | Certification type(s)                                       | Circle all that<br>apply |    |
|--|---|--------------------------|----|
|  | Minority Business Enterprise (MBE)                          | Yes                      | No |
|  | Woman Business Enterprise (WBE)                             | Yes                      | No |
|  | Disadvantaged Business Enterprise (DBE)                     | Yes                      | No |
|  | Veteran Owned Business Enterprise (VOBE)                    | Yes                      | No |
|  | Service Disabled Veteran Owned Business Enterprise (SDVOBE) | Yes                      | No |

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



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Attachment 4

Contract No. OMB15101-BUDGET\_SYS  
Contract Title: BUDGET SYSTEM SELECTION AND IMPLEMENTATION

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

| Confidentiality and Proprietary Information |
|---|
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Note: use additional pages as necessary.



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**Attachment 5**

Contract No. OMB15101-BUDGET\_SYS  
Contract Title: BUDGET SYSTEM SELECTION AND IMPLEMENTATION

**BUSINESS REFERENCES**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

|    |   |  |
|----|---|--|
| 1. | <b>Contact Name &amp; Title:</b>                      |  |
|    | <b>Business Name:</b>                                 |  |
|    | <b>Address:</b>                                       |  |
|    |   |  |
|    | <b>Email:</b>   |  |
|    | <b>Phone # / Fax #:</b>                               |  |
|    | <b>Current Vendor (YES or NO):</b>                    |  |
|    | <b>Years Associated &amp; Type of Work Performed:</b> |  |
|    |   |  |
| 2. | <b>Contact Name &amp; Title:</b>                      |  |
|    | <b>Business Name:</b>                                 |  |
|    | <b>Address:</b>                                       |  |
|    |   |  |
|    | <b>Email:</b>   |  |
|    | <b>Phone # / Fax #:</b>                               |  |
|    | <b>Current Vendor (YES or NO):</b>                    |  |
|    | <b>Years Associated &amp; Type of Work Performed:</b> |  |
|    |   |  |
| 3. | <b>Contact Name &amp; Title:</b>                      |  |
|    | <b>Business Name:</b>                                 |  |
|    | <b>Address:</b>                                       |  |
|    |   |  |
|    | <b>Email:</b>   |  |
|    | <b>Phone # / Fax #:</b>                               |  |
|    | <b>Current Vendor (YES or NO):</b>                    |  |
|    | <b>Years Associated &amp; Type of Work Performed:</b> |  |

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

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OFFICE OF MANAGEMENT AND BUDGET

**Attachment 6**

SUBCONTRACTOR INFORMATION FORM

| <b>PART I – STATEMENT BY PROPOSING VENDOR</b>     |   |                    |
|---|---|--------------------|
| 1. CONTRACT NO.<br>OMB15101-BUDGET_SYS            | 2. Proposing Vendor Name:   | 3. Mailing Address |
| 4. SUBCONTRACTOR                                  |   |                    |
| a. NAME   | 4c. Company OSD Classification:<br><br>Certification Number: _____  |                    |
| b. Mailing Address:                               | <div style="display: flex; justify-content: space-between;"> <div>4d. Women Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4e. Minority Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4f. Disadvantaged Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4g. Veteran Owned Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4h. Service Disabled Veteran Owned Business Enterprise</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> |                    |
| 5. DESCRIPTION OF WORK BY SUBCONTRACTOR           |   |                    |
| 6a. NAME OF PERSON SIGNING                        | 7. BY ( <i>Signature</i> )  | 8. DATE SIGNED     |
| 6b. TITLE OF PERSON SIGNING                       |   |                    |
| <b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b> |   |                    |
| 9a. NAME OF PERSON SIGNING                        | 10. BY ( <i>Signature</i> )   | 11. DATE SIGNED    |
| 9b. TITLE OF PERSON SIGNING                       |   |                    |

\* Use a separate form for each subcontractor

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**Attachment 7**  
[Report Removed – page intentionally left blank]

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

| State of Delaware                          |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|--|---------------|------------------------|----------------------|-----------------------|--------------------|------------------|-------------------------------|--|-------------------------|---|------------------------|---------------------------|--------------------------------|-------------------------|-------------------------------|--------------------------|
| Subcontracting (2nd tier) Quarterly Report |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
| Prime Name:                                |               |                        |                      |                       |                    |                  | Report Start Date:            |  |                         |   |                        |                           |                                |                         |                               |                          |
| Contract Name/Number                       |               |                        |                      |                       |                    |                  | Report End Date:              |  |                         |   |                        |                           |                                |                         |                               |                          |
| Contact Name:                              |               |                        |                      |                       |                    |                  | Today's Date:                 |  |                         |   |                        |                           |                                |                         |                               |                          |
| Contact Phone:                             |               |                        |                      |                       |                    |                  | *Minimum Required             |  | Requested detail        |   |                        |                           |                                |                         |                               |                          |
| Vendor Name*                               | Vendor TaxID* | Contract Name/ Number* | Vendor Contact Name* | Vendor Contact Phone* | Report Start Date* | Report End Date* | Amount Paid to Subcontractor* | Work Performed by Subcontractor UNSPSC | M/WBE Certifying Agency | Veteran /Service Disabled Veteran Certifying Agency | 2nd tier Supplier Name | 2nd tier Supplier Address | 2nd tier Supplier Phone Number | 2nd tier Supplier email | Description of Work Performed | 2nd tier Supplier Tax Id |
|  |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|  |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|  |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|  |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|  |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|  |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|  |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|  |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|  |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |
|  |               |                        |                      |                       |                    |                  |                               |  |                         |   |                        |                           |                                |                         |                               |                          |

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@state.de.us](mailto:vendorusage@state.de.us)

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**Attachment 9**

Contract No. OMB15101-BUDGET\_SYS  
Contract Title: BUDGET SYSTEM SELECTION AND IMPLEMENTATION

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: \_\_\_\_\_
2. Number and percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_  
Percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_

3. Total number of employees of the bidder: \_\_\_\_\_
4. Total percentage of employees who are bona fide resident of Delaware: \_\_\_\_\_

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: \_\_\_\_\_
2. Percentage of employees who are residents of Delaware: \_\_\_\_\_

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

The most recent application can be downloaded from the following site:  
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.**  
**NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

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Attachment 11



**DEPARTMENT OF TECHNOLOGY AND INFORMATION**

William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904-2407

**CONFIDENTIALITY (NON-DISCLOSER) AND INTEGRITY OF DATA AGREEMENT**  
**(Please note: Attachment 11 is not required for outsourced solutions.)**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of \_\_\_\_\_ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI.

Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor Signature \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

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**Attachment 12**

**Technical Requirements of Proposed Solution**

This RFP is offered to both onsite and hosted solutions, as a result requirements pertaining to each model will be noted.

In proposals, vendors are to confirm the ability to meet the following requirements:

**1. Please Acknowledge**

**a) Standard Practices (not required for outsourced solutions)**

With respect to work provided to or conducted for the State by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or policies and standards promulgated by DTI published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to state policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to state policies, standards or practices.

**Acknowledgement (initial)** \_\_\_\_\_

**b) Confidentiality and Data Integrity (not required for outsourced solutions)**

DTI is responsible for safeguarding the confidentiality and integrity of data in state computer files regardless of the source of those data or medium on which they are stored (e.g. electronic data, computer output microfilm - COM, tape or disk). Computer programs developed to process state agency data will not be modified without the knowledge and written authorization of DTI. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and DTI.

**Acknowledgement (initial)** \_\_\_\_\_

**c) Security Controls (not required for outsourced solutions)**

As computer, network and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the vendor is guaranteeing that any system or software meets or exceeds the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

**Acknowledgement (initial)** \_\_\_\_\_

**d) Cyber Security Liability (not required for outsourced solutions)**

It shall be the duty of the vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security,



STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

confidentiality or integrity of information maintained by the State of Delaware. The vendor's agreement shall not limit or modify liability for information security breaches, and the vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to the vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to the vendor.

**Acknowledgement (initial)** \_\_\_\_\_

**2. Mandatory Standards (not required for outsourced solutions)**

The following State of Delaware technology standards and/or policies have been identified as potentially being related to this solution:

|   | <b>Acknowledgment<br/>(initial)</b> |
|---|-------------------------------------|
| a) Data Classification Policy<br><a href="http://dti.delaware.gov/pdfs/pp/DataClassificationPolicy.pdf">http://dti.delaware.gov/pdfs/pp/DataClassificationPolicy.pdf</a>  | _____                               |
| b) Data Management Policy<br><a href="http://dti.delaware.gov/pdfs/pp/DataManagementPolicy.pdf">http://dti.delaware.gov/pdfs/pp/DataManagementPolicy.pdf</a>  | _____                               |
| c) State of Delaware Information Security Policy (DISP)<br><a href="http://dti.delaware.gov/pdfs/pp/DelawareInformationSecurityPolicy.pdf">http://dti.delaware.gov/pdfs/pp/DelawareInformationSecurityPolicy.pdf</a>                            | _____                               |
| d) Secure File Transport<br><a href="http://dti.delaware.gov/pdfs/pp/SecureFileTransport.pdf">http://dti.delaware.gov/pdfs/pp/SecureFileTransport.pdf</a>   | _____                               |
| e) Strong Password Standard<br><a href="http://dti.delaware.gov/pdfs/pp/StrongPasswordStandard.pdf">http://dti.delaware.gov/pdfs/pp/StrongPasswordStandard.pdf</a>  | _____                               |
| f) Web Application Security<br><a href="http://dti.delaware.gov/pdfs/pp/WebApplicationSecurity.pdf">http://dti.delaware.gov/pdfs/pp/WebApplicationSecurity.pdf</a>  | _____                               |
| g) Terms and Conditions for Cloud Contracting and External Hosting<br><a href="http://dti.delaware.gov/pdfs/pp/Cloud-External-Hosting.pdf">http://dti.delaware.gov/pdfs/pp/Cloud-External-Hosting.pdf</a>                                       | _____                               |
| h) Data Modeling Standard<br><a href="http://dti.delaware.gov/pdfs/pp/DataModelingStandard.pdf">http://dti.delaware.gov/pdfs/pp/DataModelingStandard.pdf</a>  | _____                               |
| i) Disposal of Electronic Equipment and Storage Media Policy<br><a href="http://dti.delaware.gov/pdfs/pp/DisposalOfElectronicEquipmentAndStorageMedia.pdf">http://dti.delaware.gov/pdfs/pp/DisposalOfElectronicEquipmentAndStorageMedia.pdf</a> | _____                               |
| j) Data Center Policy<br><a href="http://dti.delaware.gov/pdfs/pp/DataCenterPolicy.pdf">http://dti.delaware.gov/pdfs/pp/DataCenterPolicy.pdf</a>  | _____                               |
| k) Data Integration Standard<br><a href="http://dti.delaware.gov/pdfs/pp/DataIntegrationStandard.pdf">http://dti.delaware.gov/pdfs/pp/DataIntegrationStandard.pdf</a>   | _____                               |

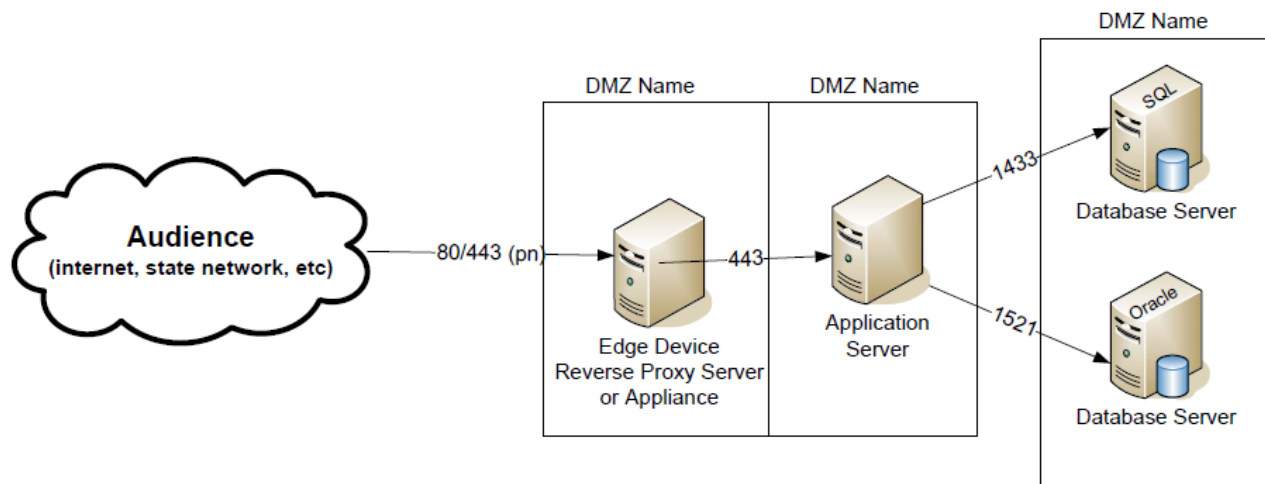
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3. **Mandatory Architectural Documentation**

a) **Network Diagram**

A network diagram of the proposed solution is required that clearly documents all servers, networks, communication with ports and protocols, including the user's interaction with the solution and interfaces with any other applications. A conceptual diagram should be provided with the vendor's proposal. A finalized diagram must be provided to DTI for review and approval after the final design is completed, and prior to implementation of the solution.

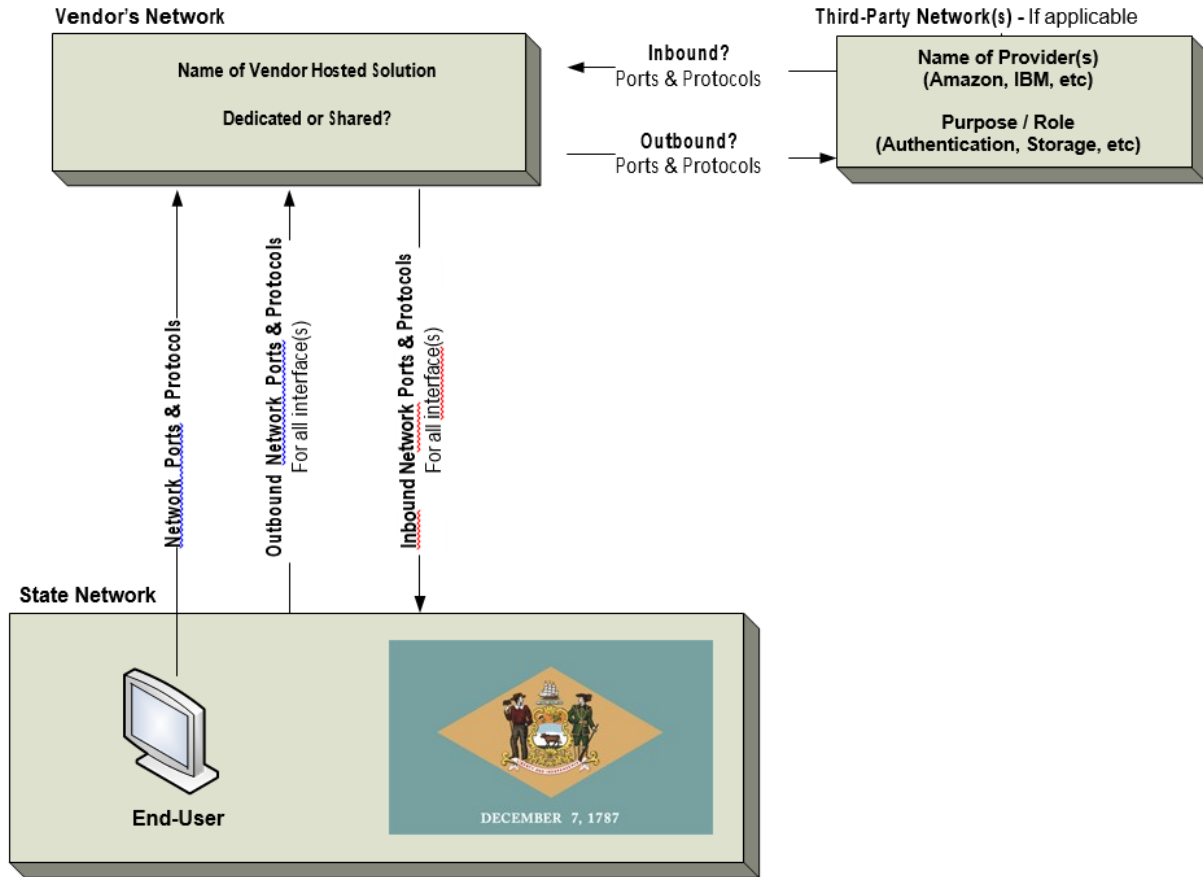
**Network Diagram Template for Hosting in a State of Delaware Data Center:**



\_\_ Arrow indicates the direction of the connection initiation. For instance, in this case, the application server is listening on port 443 →

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**Network Diagram Template for SaaS Hosted / Outsourced Solutions**



**Acknowledgement (initial)** \_\_\_\_\_

**b) Software Inventory**

A software inventory identifying any software **that the State needs** in relation to the proposed solution is required. For example, a certain web browser (Internet Explorer) or web service technology for an interface, and all software that will be installed on servers within the State's infrastructure. A software list should be provided with the vendor's proposal. A finalized software list must be provided to DTI for review and approval after the final design is completed and prior to implementation of the solution. The Software Inventory template can be found in Section 14.

**Acknowledgement (initial)** \_\_\_\_\_

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**c) Functionality Mapping Requirements**

In an effort to understand how the proposed solution will meet the State's requirements, the selected vendor will be expected to submit a conceptual document mapping the core functional requirements, as described in Appendix B, to the selected software product.

**Acknowledgement (initial)** \_\_\_\_\_

**d) Database Dictionary or Data Model**

A data dictionary, or a conceptual data model for state-owned business data, must be provided to the State. The data dictionary or conceptual data model does not have to be submitted with a vendor response to this RFP, but must be submitted once the design of the solution is complete or prior to implementation of the solution. The submitted data dictionary or conceptual data model must include at least the following items: entity names and descriptions, entity relationships and descriptions, attribute names, attribute descriptions, attribute data type, attribute lengths, and primary identifier for each entity.

Data dictionaries must be submitted in Excel or in a .csv file. The directions for how to format the Excel workbook is explained in the first section of the Data Model Samples document (<http://dti.delaware.gov/pdfs/pp/DataModelSamples.pdf>). If a data model is submitted, it must be in either Sybase, PowerDesigner or CA Erwin format. Any submission by a vendor to comply with these requirements that necessarily includes data that the vendor wishes to claim as proprietary must be submitted and labeled "Proprietary Information" with the RFP/Contract number. The envelope must contain a letter from the vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions. The vendor's counsel must also acknowledge what elements of the submission are not claimed as proprietary and are subject to release upon request.

This is to be provided by the vendor and must be submitted to DTI for review after completion of the final design and prior to implementation of the solution.

**Acknowledgement (initial)** \_\_\_\_\_

- e)** The vendor must describe the method used by the solution for hashing user passwords. Include items like hash algorithm, salt generation and storage and number of iterations. Preferred, not required.

**Acknowledgement (initial)** \_\_\_\_\_

- f)** The vendor must describe the solution's ability to encrypt non-public state data at rest. Include encryption algorithm(s) and the approach to key management. Preferred, not required.

**Acknowledgement (initial)** \_\_\_\_\_

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**4. External Hosted / SaaS Solutions**

Vendors with solutions that will not be hosted in a State of Delaware data center/SaaS need to agree to the following:

**a) Terms and Conditions**

The State of Delaware is taking a very deliberate approach to cloud-based engagements because of concerns around the protection of our data, access control, and the lack of mature standards in the industry. It is for this reason that DTI and agencies are requesting an explicit review of our Cloud Terms and Conditions, including an item-by-item acknowledgement from the vendor and their subcontractors for those solutions involving any non-public data.

**Clauses 1-10 below are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.**

**Acknowledgement (initial)** \_\_\_\_\_

**b) Operational Health**

The vendor must describe their approach to conveying the 'operational health' of the solution to the State of Delaware. Also, the vendor must list any third party cloud management providers that they integrate with.

**Acknowledgement (initial)** \_\_\_\_\_

**c) Data Center Rating (required for outsourced solution)**

The vendor must meet or exceed a Tier II rating (as defined in the Uptime Institute Guidelines for 2012 (or the latest version at the time of this RFP), Data Center Site Infrastructure Tier Standard, Topology and Data Center Site Infrastructure Tier Standard, and Operational Sustainability for the data center hosting the proposed solution. The Uptime Institute publications can be accessed online at:  
<http://uptimeinstitute.com/publications>.

**Acknowledgement (initial)** \_\_\_\_\_

**5. Architecture Review Board (ARB)**

The ARB may require a follow-up discussion with the selected vendor upon review of the required architectural documents to clarify any additional architecture questions that may arise to ensure the solution will fit into the State's acceptable architecture.

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**Attachment 13**

**State Terms and Conditions for External  
Hosting and Cloud Providers**

Terms and Conditions Clauses 1-10 are **mandatory for every engagement**.

Exceptions will be considered non-compliant and non-responsive.

|                         |   |                          |      |
|-------------------------|---|--------------------------|------|
| <b>Synopsis:</b>        | This policy provides a way for State of Delaware organizations to utilize offsite hosting facilities including cloud computing (Software as a Service, etc.)  |                          |      |
| <b>Authority:</b>       | Title 29, Delaware Code, §9004C - General powers, duties and functions of DTI “2) Implement statewide and interagency technology solutions, policies, standards and guidelines as recommended by the Technology Investment Council on an ongoing basis and the CIO, including, but not limited to, statewide technology and information architectures, statewide information technology plans, development life cycle methodologies, transport facilities, communications protocols, data and information sharing considerations, the technique of obtaining grants involving the State's informational resources and the overall coordination of information technology efforts undertaken by and between the various State agencies;” |                          |      |
| <b>Applicability:</b>   | This Policy is applicable to all users of the State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as School Districts, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of access and continued use of these resources.   |                          |      |
| <b>Effective Date :</b> | 5/15/2013   | <b>Expiration Date :</b> | None |
| <b>POC for Changes:</b> | Elayne Starkey, Chief Security Officer  |                          |      |
| <b>Approval By:</b>     | Secretary Jim Sills, Chief Information Officer  |                          |      |
| <b>Approved On:</b>     | 8/27/2014   |                          |      |

*continued next page*

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**PUBLIC DATA OWNED BY THE STATE OF DELAWARE**

**State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions**

Contract # OMB15101-BUDGET\_SYS

between State of Delaware and \_\_\_\_\_ dated \_\_\_\_\_

This document shall become part of the final contract.

|          |  |
|----------|--|
|          | <b>Terms and Conditions Clauses 1-10 are mandatory for every engagement.<br/>Exceptions will be considered non-compliant and non-responsive.</b>   |
| <b>1</b> | <b>Data Ownership:</b> The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request.   |
| <b>2</b> | <b>Data Protection:</b> Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:<br><br>a) At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware.   |
| <b>3</b> | <b>Notification of Legal Requests:</b> The Service Provider shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the State of Delaware without first notifying the State unless prohibited by law from providing such notice.   |
| <b>4</b> | <b>Termination and Suspension of Service:</b> In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware data in CSV or XML or another mutually agreeable format. The Service Provider shall guarantee the subsequent secure disposal of State of Delaware data.<br><br>a) Suspension of services: During any period of suspension or contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any State of Delaware data.<br><br>b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any State of Delaware data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware data. Within this 90 day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract.<br><br>c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement. |

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|    |  |
|----|--|
| 5  | <b>Background Checks:</b> The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents. |
| 6  | <b>Data Dictionary:</b> Prior to go-live, the Service Provider shall provide a data dictionary in accordance with the State of Delaware <a href="#">Data Modeling Standard</a> .   |
| 7  | <b>Security Logs and Reports:</b> The Service Provider shall allow the State of Delaware access to system security logs that affect this engagement, its data and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.  |
| 8  | <b>Contract Audit:</b> The Service Provider shall allow the State of Delaware to audit conformance including contract terms, system security and data centers as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Service Provider's business.  |
| 9  | <b>Sub-contractor Disclosure:</b> The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.  |
| 10 | <b>Operational Metrics:</b> The Service Provider and the State of Delaware shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to:<br><br>a) Advance notice and change control for major upgrades and system changes<br>b) System availability/uptime guarantee/agreed-upon maintenance downtime<br>c) Recovery Time Objective/Recovery Point Objective<br>d) Security Vulnerability Scanning  |

**By signing this Agreement, the Service Provider agrees to abide by all of the above Terms and Conditions.**

**Service Provider Name/Address (print):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Service Provider Authorizing Official Name (print):** \_\_\_\_\_

**Service Provider Authorizing Official Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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Attachment 14

**CONTRACT NO. OMB15101-BUDGET\_SYS**  
**Contract Name: Budget System Selection and Implementation**  
**Architecture Review Board - Software Inventory**

Please list any software that the State will need to have installed on servers or user's machines to properly use the proposed solution.

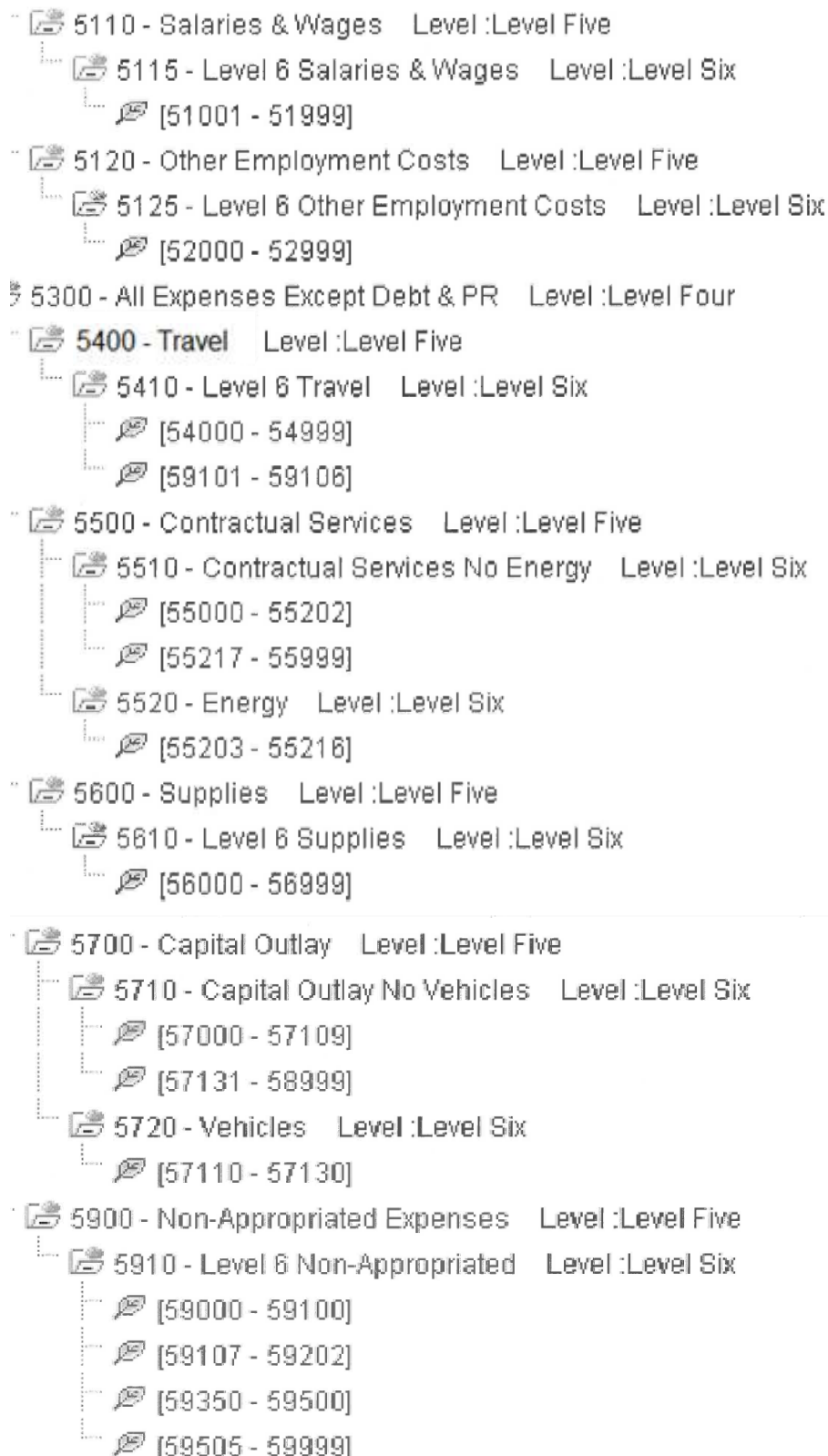
Example: (Internet Explorer, IE8 in Compatibility Mode, Microsoft, Yes, Yes)

| Software Product Name | Software Product Version | Vendor of Software Product | Required for Development? | Required for Production/Support? |
|-----------------------|--------------------------|----------------------------|---------------------------|----------------------------------|
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Attachment 15

Example of FSF Account Tree



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**APPENDIX A  
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
4. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
6. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
7. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
8. One (1) complete Employing Delawareans Report (See Attachment 9)
9. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable
10. One (1) complete Confidentiality (Non-Discloser) and Integrity of Data Agreement (See Attachment 11)
11. One (1) complete Technical Requirements of Proposed Solution (See Attachment 12)
12. One (1) complete State Terms and Conditions for External Hosting and Cloud Providers (See Attachment 13)
13. One (1) complete Architecture Review Board - Software Inventory (See Attachment 14)
14. One (1) complete Appendix B – Functional Requirements
15. One (1) complete Appendix C – Pricing

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The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Eight (8) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked “ORIGINAL” on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).